

AGREEMENT FOR TRANSFER AND USE OF INFORMATION

Contract #: 2020-DOC

Section 1. Parties to the Agreement.

1.1 This agreement for the transfer and use of information ("this Agreement") is entered into by and between the Montana Department of Labor and Industry, Unemployment Insurance Division ("the Division") and the Department of Corrections ("the Recipient").

Section 2. Purpose of the Agreement.

2.1 The Recipient is a governmental agency that is authorized in accordance with Section 39-51-603, Montana Code Annotated, to use for its official duties certain information gathered by the Division. The Recipient will use that information to verify addresses of persons sentenced or subject to the custody of, or supervision by, the Recipient, and to verify Unemployment Insurance benefit and wage information for those persons. The purpose of this Agreement is for the Division to transfer those certain data elements or information described in Section 4 of this Agreement to the Recipient for the Recipient's specific intended use.

2.2 The Recipient agrees that it will only use the information transferred pursuant to this Agreement for the purposes described in paragraph 2.1.

Section 3. Limited license granted.

3.1 The information sharing that is the subject of this Agreement creates only a limited license for the use of the information transferred and does not give the Recipient any ownership interests in the information itself. The license granted extends only to the Recipient's use as described in this Agreement. The Recipient is prohibited from granting access to the information transferred by this Agreement to any other persons that are not the employees of Recipient without the express, written consent of the Division. Recipient's access is limited to specific employees of Recipient, each of whom must execute the External Request to Add or Terminate MISTICS Access (Appendix B) and the Acknowledgement and Agreement Form regarding Confidentiality and Disclosure of Information (Appendix C) forms. Recipient's employees are limited to screen view access. Recipient shall not attempt or connect any of its own or a third-party software to the access granted.

3.2 The information that is transferred pursuant to this Agreement may only be used for the expressed purpose as originally intended.

3.3 The Recipient may not disclose the information transferred pursuant to this Agreement to any non-employee agent of Recipient without the express, written consent of the Division. The Division may grant or withhold that consent in its sole discretion. The Division may impose reasonable conditions on the Recipient and the agent regarding confidentiality as a condition of granting consent for the agent's access to the transferred information.

3.4 In accordance with 20 CFR § 603.9(c), the Recipient may re-disclose information transferred pursuant to this Agreement:

- 3.4.1 to the individual or employer who is the subject of the information;
- 3.4.2 to an attorney, or other duly authorized agent, representing the individual or the employer who is the subject of the information; or
- 3.4.3 in any civil or criminal proceedings for or on behalf of the Recipient.

3.5 The Recipient shall, by means of an agency-issued agreement or protective order, prohibit the subsequent re-disclosure of information by any person receiving information pursuant to the paragraph 3.4.2 or 3.4.3.

Section 4. Description of information being transferred.

4.1 The information being transferred pursuant to this Agreement is wage, benefits, and employment data about Montana workers, based on wages reported to the Division for unemployment insurance purposes on the unemployment insurance benefits system known as MISTICS (Montana Integrated Systems To Improve Customer Service) screens listed in Appendix A.

4.2 The information will be transferred to the Recipient via online access.

Section 5. Non-disclosure of personal identifiers.

5.1 To the extent that any of the information being transferred pursuant to this Agreement includes or consists of personal identifiers (including, but not limited to name, address, telephone number, employer, social security number, or taxpayer identification number), Recipient agrees that it will take all necessary steps to protect that personal identifier information from intentional or accidental disclosure to any person or entity not authorized by this Agreement. Those steps must include, but are not limited to providing:

5.1.1 Locked file cabinets or safes to store written copies of the information when that information is not being actively used;

5.1.2 Password protection for any information stored in an electronic database;

5.1.3 Training of those employees or agents with access to the information, concerning the acceptable uses of the information, and the securing and safeguarding of that information;

5.1.4 Information is not to be copied, removed, or stored outside of the Recipient's offices unless there is a business requirement approved by management; and

5.1.5 Access is based on business requirements and limited solely to users authorized by request to the Division.

5.2 The Recipient acknowledges that it and its agents and employees may be subject to state and/or federal civil and criminal penalties in the event it makes unauthorized disclosures of legally protected information.

5.3 For MISTICS access, the Recipient agrees to submit a completed MISTICS Access/Termination Request form and a Non-Disclosure Agreement for each new user. Copies of the forms are attached to this Agreement as Appendices B and C.

5.4 The Recipient agrees to inform the Division's Internal Security Officer of any transfers or terminations of personnel who have information system privileges within 1 business day.

5.5 Recipient agrees to immediately inform the Division's Internal Security Officer when a formal employee sanctions process is initiated against any personnel who have information system privileges.

5.6 In the event of a breach of confidentiality or possible security breach, the Recipient agrees to notify the Internal Security officer of the Division within 24 hours of discovery.

5.7 In the event a third-party attempts to compel by way of legal process the disclosure of any of the information that is being transferred pursuant to this Agreement, the Recipient agrees to immediately notify the Division of that fact. The Recipient must reasonably cooperate with the Division in the event the Division elects to resist that legal compulsion. The Recipient, however, is not required to (although it may do so at its own expense) retain counsel to resist that legal compulsion, once the Recipient has notified the Division as provided by this paragraph.

5.8 The Recipient agrees that it will maintain a system sufficient to allow an audit of the Recipient's compliance with the security requirements imposed by this Agreement and 20 CFR § 603. The Recipient agrees to cooperate with the Division in the performance of security audits performed pursuant to 20 CFR § 603. All users with system access are required to sign the "Acknowledgment and Agreement Form regarding Confidentiality and Disclosure of Information" form annually.

Section 6. No warranty regarding the information.

6.1 Although the Division uses reasonable care in collecting the data or information in its records, the Division makes no express or implied warranty of the accuracy of the information that is being transferred to the Recipient. The Recipient acknowledges that it takes the information “as is”, and that there is no express or implied warranty of accuracy or fitness for any purpose associated with the use of the data or information.

Section 7. Consideration.

7.1 The consideration for this Agreement consists of the mutual promises and obligations of the parties, as reflected in this Agreement.

7.2 In addition to the consideration described in this Section, the Recipient promises to reimburse the Division for the reasonable costs of accessing UID information and inquiry transactions incurred in the performance of this Agreement, in the amount of \$6 per user per month. The Division will bill the Recipient on a quarterly basis. The user list maintained by the Division will be used to compute the monthly cost. The Recipient agrees to be responsible for user access charge if they do not notify the Division a user no longer requires access per paragraph 5.3.

Section 8. Term of the contract.

8.1 The term of this Agreement runs from 07/01/2020 through 06/30/2023.

8.2 In the event of a material breach of this Agreement, either the Division or the Recipient may terminate this Agreement immediately upon written notice to the other party.

8.3 The Recipient agrees to maintain the confidentiality of the information transferred pursuant to this Agreement after the termination of this Agreement.

Section 9. Entire document and modifications.

9.1 Except as provided by paragraph 10.2, this Agreement constitutes the entire agreement between the Division and the Recipient with respect to the information transfer that is the subject of this Agreement. No other statements, understandings, or promises serve to modify or explain the terms of this Agreement.

9.2 Only a document or writing, specifically referred to and identified as an exhibit to this Agreement, and attached as an exhibit to this Agreement, is incorporated by reference in this Agreement. Such an exhibit does not need to be signed by the parties but must be attached to this Agreement at the time of signing by both parties.

9.3 This Agreement may not be modified, except in a writing signed by both parties.

Section 10. Good faith and further cooperation.

10.1 The parties agree to act in good faith with respect to one another in the performance of this Agreement.

10.2 The parties agree to further cooperate as reasonably necessary to carry out the provisions of this Agreement.

10.3 The parties designate the following individuals as their respective points of contact for the purposes of communications regarding this Agreement:

10.3.1 For the Division:

Brett Nielsen, Internal Security Officer / Business & Security Analyst
Unemployment Insurance Division
PO BOX 30697
BILLINGS, MT 59101
(406) 255-1125
(406) 255-1154 fax
bnielsen@mt.gov
To add/terminate MISTICS access email: DLUIDSecurityManager@mt.gov

10.3.2 For the Recipient:

Lisa Grady, Program Supervisor
Dept. of Corrections, Financial Services Bureau
P.O. Box 201301
5 S Last Chance Gulch
Helena, MT 59620
(406) 444-4938
lgrady@mt.gov

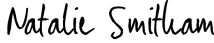
Section 11. Choice of law and venue.

11.1 The Division and the Recipient agree that in the event of litigation concerning the terms of this Agreement, this Agreement will be construed in accordance with Montana law and venue will be in the First Judicial District of Montana, Lewis and Clark County.

Section 11. Execution of counterpart originals.

11.1 This Agreement will be executed in two counterpart originals, any and all of which are to be deemed an "original" of this Agreement. The person executing this Agreement on behalf of the Recipient specifically represents to the Division that the person is authorized to act on behalf of the Recipient and to bind the Recipient in contract.

Approved for the Recipient:

DocuSigned by:
By: 
0E0E507418B24D1...
Natalie Smitham, Chief Financial Officer
Department of Corrections
Financial Services Bureau
natalie.smitham@mt.gov


Date: 8/30/2022 | 8:19:08 AM MDT

Approved for the Division:


DocuSigned by:
By: 
19C38CEE1A8F41F...
Paul Martin, Administrator
Department of Labor & Industry
Unemployment Insurance Division
pmartin@mt.gov

Date: 8/30/2022 | 8:37:08 AM MDT

Reviewed for form and content:

DocuSigned by:
By: 
F0E8B1520F4F4C1...
Quinlan O'Connor
Attorney for the Division
qoconnor@mt.gov

Date: 8/25/2022 | 9:49:43 AM MDT

DocuSigned by:
By: 
D0029ACE3A5B4B7...
Molenda McCarty, Legal Counsel
Department of Corrections, Legal Services Bureau
molly.mccarty@mt.gov

Date: 8/25/2022 | 9:55:38 AM MDT

APPENDIX A:**MISTICS (Montana Integrated System to Improve Customer Service)****Screens Access****Department:** CORRECTIONS**Divisions:** COR-FISCAL

COR-GENERAL

COR-STATE PRISON

COR-MONTANA WOMEN'S PRISON

Positions: RESTITUTION OFFICER

YOUTH SERVICES OFFICER

INVESTIGATOR

Location: HELENA

MISSOULA

DEER LODGE

BILLINGS

Security Base: VIEW**Roles:** EXT_COR_CF_REST_OFCCR

EXT_COR_CO_YOUTH_SERV

EXT_COR_MSP_INVSTGTR

Production environment only Past 5 Years of records

Role Access Report: Access is same for all three Roles

EXT_COR_CF_REST_OFCCR				
EXT_COR_CO_YOUTH_SERV				
EXT_COR_MSP_INVSTGTR				
View	Edit	Screen	Object	Obj Type
X		Business Search		
X		Child Support Intercepts		
X		Claimant Claim Query		
X		Individual Search		
X		Individuals		
			Cell Phone	Field
			City	Field
			Country	Field
			County	Field
			Date Of Birth	Field
			Date of Death	Field
			Email Address	Field
			Fax	Field
			First Name	Field
			Foreign City	Field
			Foreign State	Field
			Foreign Zip	Field
			Last Name	Field
			MI	Field
			Message Phone	Field
			Residence Phone	Field
			State	Field
			Street #1	Field
			Street #2	Field
			Suffix	Field
			Zip Code	Field
			Zip Plus Four	Field
X		Payment Summary		
			Entitlement Amount	Pop-up Window
			Payment Amount	Pop-up Window
			Reductions	Pop-up Window
X		UI Wage Display		

APPENDIX B:

State of Montana Department of Labor & Industry Unemployment Insurance Division Program Support Bureau 1315 Lockett, P.O. Box 8020 Helena, MT 59604-8020	EXTERNAL REQUEST TO ADD OR TERMINATE MISTICS ACCESS	
INSTRUCTIONS		
*** email completed form to DLIUIDSecurityManager@mt.gov as an attachment ***		
Supervisor: Print your name, sign, and date Section 1		
-To Add access, complete the top portion of Section 2 and have the new user sign and date it in the appropriate spot		
-To Terminate access Complete Section 3		

Section 1: Requesting Authority	ALL FIELDS ARE REQUIRED	
Print Supervisor's Name: _____		DATE
Supervisor's Signature: _____		

Section 2: ADD Access for New User	ALL FIELDS ARE REQUIRED
Name of Individual:	
C#:	
Work Phone Number:	
Work E-Mail Address:	
Agency Name/Division:	
Bureau/Local Office/County:	
Position Title:	
<p>The benefit and tax information records that you will access with your identification number and password are <u>confidential</u> information. Section 39-51-603 of the Unemployment Insurance Law states in part that publication of benefit or tax record information is forbidden. Leaving this information open to the public inspection is also forbidden. Public employees may use this information only in the performance of their public duties. <u>Violation of this law can result in a fine up to \$200 and/or imprisonment up to 90 days.</u> Consult your supervisor if you have questions regarding this law.</p> <p>By signing below, you are agreeing to the above statement</p> <p>_____ Date: _____</p> <p>Your identification number and password are unique to you. Do not reveal them to <u>anyone</u> else. If you need your password reset, call the Technology Services Division Service Desk at (406) 444-2000. If you have access issues or questions, email UI Internal Security at DLIUIDSecurityManager@mt.gov.</p>	

Section 3: TERMINATE Access	(Print Clearly)
Name of Individual:	
C#:	
Agency Name/Division:	
Bureau/Local Office/County:	

APPENDIX C:
Non-Disclosure Agreement



MEC-421

**Acknowledgement and Agreement Form regarding
 Confidentiality and Disclosure of Information**

Information received, processed, and maintained by the Department of Labor & Industry comes from a variety of sources. The Department and the State of Montana have a responsibility to the public to maintain a high degree of confidence that the information furnished to the Department and/or the state is protected against unauthorized use, inspection, or disclosure.

The Department receives, transmits, stores and shares information from the Social Security Administration, Internal Revenue Service, National Directory of New Hires and other sources. This information may contain Confidential, Sensitive or Personally Identifiable Information that, if disclosed in an unauthorized manner, could result in harm to an individual or organization. As information from the Department and these external entities is encountered, users are required to disclose only that which is required specifically for his or her job responsibilities. If no such requirement exists, the information is not to be copied or redistributed for any purpose, malicious, or otherwise.

Examples of this information may include: Social Security Numbers, Taxpayer Identification Numbers, Tax Return Information, Dates of Birth, Medical Records, Employment History, Wage Data, Child Support Information, Unemployment Benefits Information, Financial Information, and other data.

The Department administers several tax laws that stipulate taxpayer confidentiality requirements and disclosure limitations. These laws, in general, provide that disclosing taxpayer information is unlawful. In addition, users are required to take appropriate measures to prevent inadvertent disclosure or unauthorized use of taxpayer information.

There are various penalties for making an unauthorized disclosure of confidential tax information under Montana law. A person convicted of making an unauthorized disclosure is subject to a fine up to \$500 and if the offender is an employee of the state, the offender must be dismissed from employment and may not hold a public office or public employment in the state for a period of one year from the date of dismissal.

Federal law requires, and the Department has entered into agreements with federal agencies that require, the Department to give certain notices to persons to whom returns or return information is or may be disclosed as authorized by the Department in connection with the processing, storage, transmission and reproduction of tax returns and return information, the programming, maintenance, repair, testing, and procurement of equipment, and providing of other services for purpose of tax administration.



MEC-421

The agreements the Department has entered into include the following notice requirements:

1. That returns or return information disclosed to each officer or employee can be used only for a purpose and to the extent authorized by the Department in connection with tax administration;
2. That further disclosure of any returns or return information for a purpose or to an extent unauthorized by the Department for these purposes constitutes a felony, punishable upon conviction by a fine of as much as \$5,000, or imprisonment for as long as five years, or both, together with the costs of prosecution (IRC 7213);
3. That further inspection of any returns or return information for a purpose or to an extent not authorized by the Department for these purposes constitutes a misdemeanor, punishable upon conviction by a fine of as much as \$1,000, or imprisonment for as long as one year, or both, together with costs of prosecution (IRC 7213A);
4. That any such unauthorized further inspection or disclosure of returns or return information may also result in an award of civil damages against any person who is not an officer or employee of the United States in an amount not less than \$1,000 for each act of unauthorized inspection or disclosure or the sum of actual damages sustained by the plaintiff as a result of such unauthorized disclosure or inspection as well as an award of costs and reasonable attorney fees (IRC 7431); and
5. That if such person is an officer or employee of the United States, a conviction of an offense referenced in paragraph (2) or (3) results in dismissal from office or discharge from employment.

As a condition of acquiring necessary access to the facility, computing environment, or data where tax returns, tax return information, and confidential and proprietary information is processed by the Department:

I agree to not disclose any confidential, sensitive or personal information that I may observe, including whether a tax return was present in the offices of the Department; and

I further certify that I have read and understand the foregoing confidentiality statement and agreement and agree to abide by the laws related to their protection and disclosure.

Printed Name

C#

Date

Signature

Department, Division, & Bureau

Rev. July 2019

Acknowledgement and Agreement Form

2

Certificate Of Completion

Envelope Id: C037493F74DA4821ACD19A5F0D5BC9B0

Status: Completed

Subject: Please DocuSign: UI-DOC MOU Renewal 2020-2023.pdf

Source Envelope:

Document Pages: 9

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:

Brett Nielsen

1315 Lockey Avenue

PO Box 1728

Helena, MT 59624-1728

BNielsen@mt.gov

IP Address: 161.7.39.7

Record Tracking

Status: Original

8/25/2022 8:03:10 AM

Holder: Brett Nielsen

BNielsen@mt.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Montana Department of Labor and Industry

Location: DocuSign

Signer Events

Quinlan O'Connor

qoconnor@mt.gov

Chief Legal Counsel (for LE)

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

Sent: 8/25/2022 8:06:39 AM

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Signed: 8/25/2022 9:49:43 AM

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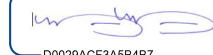
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Molenda McCarty

molly.mccarty@mt.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signed: 8/25/2022 9:55:38 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 161.7.95.193

Electronic Record and Signature Disclosure:

Accepted: 8/25/2022 9:55:09 AM

ID: 2fb18a29-3f70-47ef-8c85-cfeccfa97280

Natalie Smitham

natalie.smitham@mt.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 8/30/2022 8:18:39 AM

Signed: 8/30/2022 8:19:08 AM

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

Electronic Record and Signature Disclosure:

Accepted: 8/30/2022 8:18:39 AM

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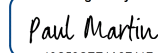
Paul Martin

pmartin@mt.gov

Administrator

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 8/30/2022 8:19:10 AM

Viewed: 8/30/2022 8:36:43 AM

Signed: 8/30/2022 8:37:08 AM

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.82.38

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Lisa Grady lgrady@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 8/30/2022 8:37:09 AM Viewed: 8/30/2022 8:49:20 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	8/30/2022 8:37:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Montana Department of Labor and Industry (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Montana Department of Labor and Industry:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 406-444-5466

To contact us by email send messages to: sbraden@mt.gov

To contact us by paper mail, please send correspondence to:

Montana Department of Labor and Industry

1315 Lockey Avenue

PO Box 1728

Helena, MT 59624-1728

To advise Montana Department of Labor and Industry of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at laborlegal@mt.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Montana Department of Labor and Industry

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sbraden@mt.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Montana Department of Labor and Industry

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sbraden@mt.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Montana Department of Labor and Industry as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Montana Department of Labor and Industry during the course of your relationship with Montana Department of Labor and Industry.